



LEGISLATIVE BRANCH CITY OF BINGHAMTON

Teri Rennia, City Council President
Angela Holmes, City Clerk

CITY COUNCIL WORK SESSION AGENDA
City Council Work Room, 38 Hawley Street, Binghamton
Monday July 15, 2013

The Work Session begins at 6:00pm. Times for RL(s)/Topics are approximate only and items may be considered earlier or later.

| Time | Committee | Chair | RL(s)/Topic | Pages | Presenter |
|--------|-----------|-------|---|-------|---|
| 6:00pm | ----- | ----- | Discussion: Update on Parks Improvements | ----- | Bill Barber |
| 6:30pm | ----- | ----- | Discussion: Amending Rental Registration Law to Exempt HUD Housing from Additional Inspections | 27-31 | Kelly Robertson, Tony Fiala, Art Magill, John Klenchick |
| 7:00pm | Finance | Webb | RL 13-99: PILOT Agreement with Stellar 83 Court, LLC | 1-3 | Scott Snyder |
| | ----- | ----- | Discussion: Deferment of Tax Assessment Increases for Improved Properties & Review of Town of Union's Law | 32 | |
| 7:15pm | ----- | ----- | Discussion: Amendments to the Community Food Systems Legislation | 33-42 | Councilwoman Webb, Amelia LoDolce |
| 7:30pm | Employees | Berg | RL 13-105: Establishing Department of Information Management & Technology and Creating Position of Chief Information Officer | 4 | Lori Clift, Kyle Seeley, Angela Holmes |
| | Employees | Berg | RL 13-107: Creating Position of Hardware/Software Technician | 5 | |
| 8:00pm | Planning | Webb | RL 13-120: Sale of 24 Livingston Street to Raja M. Tariq for \$17,500 | 6 | Angela Holmes |
| | Planning | Webb | RL 13-121: Sale of 17 Harding Avenue to Matthew & Marcie Michalek for \$50 | 7-8 | |
| 8:15pm | ----- | ----- | Discussion: Amending Fines for Abandoned Shopping Carts | ----- | Councilman Berg |
| 8:30pm | ----- | ----- | Discussion: Posting Draft Legislation on Website Prior to Business Meetings | ----- | Councilman Mihalko |
| | ----- | ----- | Discussion: Use of City Website | ----- | |
| | ----- | ----- | Discussion: Bed Bugs | ----- | |



LEGISLATIVE BRANCH CITY OF BINGHAMTON

Teri Rennia, City Council President
Angela Holmes, City Clerk

| Time | Committee | Chair | RL(s)/Topic | Pages | Presenter |
|--------|-----------|-------|--|-------|--------------------------|
| 8:45pm | ----- | ----- | Discussion: Requiring Inspections of City Properties Prior to Sale at Auction | ----- | Council President Rennia |
| | ----- | ----- | Discussion: Obtaining Approval for Operation of Rooming Houses | ----- | |
| | ----- | ----- | Discussion: Review of Police Services Agreement with Village of Johnson City | 9-26 | |
| | ----- | ----- | Discussion: Review of Committee Reports and Pending Legislation | ----- | |

COMMITTEE REPORTS

City Council Municipal & Public Affairs Committee: Motsavage (Chair), Webb, Matzo
Reviewing the City of Binghamton's noise ordinance.

City Council Employees Committee: Berg (Chair), Webb, Papastrat

1. Introductory Ordinance 10-9, entitled "An Ordinance limiting all non-union employees to the PPO-B health insurance plan effective January 1, 2011". Referred to Employees Committee on February 3, 2010.
2. Review of residency requirements for City of Binghamton employees.

City Council Rules & Procedures/Special Studies Committee: Berg (Chair), Motsavage, Papastrat
Identifying alternative police patrol options.



Legislative Branch

RL Number:

13-99

Date Submitted:

6/5/13

City Clerk, City Hall, Binghamton, NY 13901 607-772-7005

REQUEST FOR LEGISLATION

Requests for Legislation (RLs) may be submitted to the City Clerk's Office for consideration at City Council Work Sessions. RLs generated from within City Hall departments must be submitted to the Mayor, Comptroller and Corporation Counsel for review before submission. RLs generated by citizens may be submitted directly to the City Clerk's Office.

Applicant Information

Request submitted by: Mayor Matt Ryan / Scott Snyder (Assessor)

Title/Department: Mayor's Office

Contact Information: x7001

RL Information

Proposed Title: A resolution authorizing the Mayor to execute an amendment to the PILOT

Agreement w/ Stellar 83 Court LLC.

Suggested Content: See attached.

Additional Information

Does this RL concern grant funding? Yes ☐ No ☒

If 'Yes', is the required RL Grant Worksheet attached? Yes ☐ No ☒

Is additional information related to the RL attached? Yes ☒ No ☐

Is RL related to previously adopted legislation? Yes ☒ No ☐

If 'Yes', please provide Permanent Ordinance/Resolution/Local Law number(s):

| | |
|---|--|
| OFFICE USE ONLY | |
| Mayor: | |
| Comptroller: | |
| Corporation Counsel: | |
| Finance <input checked="" type="checkbox"/> | Planning <input type="checkbox"/> MPA <input type="checkbox"/> PW/Parks <input type="checkbox"/> Employees <input type="checkbox"/> Rules/Special Studies <input type="checkbox"/> |



IN
THE COUNCIL OF THE CITY OF BINGHAMTON
STATE OF NEW YORK

Dated: October 20, 2010

Sponsored by Councilmember(s): Webb, Kramer, Weslar, Massey, Gerchman

Introduced by Committee(s) on: Finance

ORDINANCE
entitled

AN ORDINANCE AUTHORIZING A PILOT
AGREEMENT FOR THE MIDTOWN MALL

WHEREAS, Stellar 83 Court LLC (the "Company") is the owner of one parcel located at 83 Court Street, Binghamton, New York, Parcel ID # 160.41-1-16 in the City of Binghamton (the "Property"); and

WHEREAS, the Company intends to construct and operate a multi-unit residential and retail development, with commercial use on first floor and residential units (mix of lofts, 1BRs and 2BRs) on the upper 4 floors, *i.e.*, student housing with approximately 200 beds, as approved by the City of Binghamton Planning Commission on October 22, 2008 (the "Facility"); and

WHEREAS the Company has agreed to convey the Property to the Broome County Industrial Development Agency (the "Agency") and has agreed to construct and operate the Facility thereon (collectively the "Project"); and

WHEREAS, the Agency will lease the Project to the Company for a construction period through July 1, 2012, and a ten (10) year taxable term from July 1, 2013 through July 1, 2022, as provided in the attached Payment in Lieu of Taxes Agreement ("PILOT"); and

WHEREAS, the Agency was created as a public benefit corporation pursuant to and for the purposes specified in Title 1 of Article 18-A of the General Municipal Law (GML) and pursuant to GML §874 and Real Property Tax Law (RPTL) §412-a is exempt from the payment of real estate taxes and certain assessments imposed upon real property; and

WHEREAS, the Agency and the Company have agreed that notwithstanding such exemption, the Company will nevertheless make payments to the City, the Binghamton City School District, and Broome County during the term of the lease in lieu of general tax levies as provided herein; and

WHEREAS, the Binghamton City School District has been advised of the proposed Project and PILOT Agreement and has not objected to same.

NOW, THEREFORE, the Council of the City of Binghamton, duly convened in regular session, does hereby:

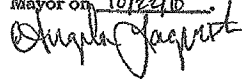
IN
THE COUNCIL OF THE CITY OF BINGHAMTON
STATE OF NEW YORK

Dated: October 20, 2010

RESOLVE, that the City Council hereby exempts the Property from real property taxes to the extent authorized by GML §874 and RPTL §412-a and authorizes a proposed PILOT Agreement between the City of Binghamton, the Agency, and the Company; and be it further

RESOLVED, that the Mayor of the City of Binghamton is hereby authorized to execute and deliver the foregoing PILOT Agreement on behalf of the City of Binghamton.

I hereby certify the above to be a true copy
of the legislation adopted by the Council
of the City of Binghamton at a meeting
held on 10/20/10. Approved by the
Mayor on 10/22/10.





Legislative Branch

RL Number:

13-105

Date Submitted:

8/13/13

City Clerk, City Hall, Binghamton, NY 13901 607-772-7005

REQUEST FOR LEGISLATION

Requests for Legislation (RLs) may be submitted to the City Clerk's Office for consideration at City Council Work Sessions. RLs generated from within City Hall departments must be submitted to the Mayor, Comptroller and Corporation Counsel for review before submission. RLs generated by citizens may be submitted directly to the City Clerk's Office.

Applicant Information

Request submitted by: Information Management Project Team

Title/Department: A. Holmes, L. Clift, W. Meredith, T. Costello, C. Quidort, A. Block

Contact Information: _____

RL Information

Proposed Title: An ordinance establishing the Department of Information Management & Technology and establishing position of Chief Information Officer within the department.

Suggested Content: Establish Department of Information Management & Technology and establish position of Chief Information Officer at an annual salary of \$80,000 - funded from July 22, 2013 to December 31, 2013 at a cost of \$33,846.15. ^{up to} Transfer \$33,076.92 from A1680.51800 and \$769.23 from A9089.51000 to A1680.51000 - Personal Services - Chief Information Officer

Additional Information

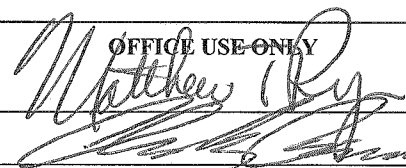


Does this RL concern grant funding? Yes ☐ No ☐

If 'Yes', is the required RL Grant Worksheet attached? Yes ☐ No ☐

Is additional information related to the RL attached? Yes ☐ No ☐

Is RL related to previously adopted legislation? Yes ☐ No ☐

If 'Yes', please provide Permanent Ordinance/Resolution/Local Law number(s): _____

| | | | | | | |
|---|--|------------------------------|-----------------------------------|---|--|--|
| OFFICE USE ONLY | | | | | | |
| Mayor: |  | | | | | |
| Comptroller: |  | | | | | |
| Corporation Counsel: |  | | | | | |
| Finance <input checked="" type="checkbox"/> | Planning <input type="checkbox"/> | MPA <input type="checkbox"/> | PW/Parks <input type="checkbox"/> | Employees <input checked="" type="checkbox"/> | Rules/Special Studies <input type="checkbox"/> | |



Legislative Branch

RL Number:

13-107

Date Submitted:

6/13/13

City Clerk, City Hall, Binghamton, NY 13901 607-772-7005

REQUEST FOR LEGISLATION

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Applicant Information

Request submitted by: Information Management Project Team

Title/Department: A. Holmes, L. Clift, W. Meredith, T. Costello, C. Quidort, A. Block

Contact Information: _____

RL Information

Proposed Title: An ordinance establishing the position of Hardware / Software Technician
within the department of Information Management & Technology.

Suggested Content: Establish position of Hardware / Software Technician at an annual salary of
\$40,000 - funded from July 22, 2013 to December 31, 2013 at a cost of up to 16,923.08.

Transfer \$16,923.08 from A1680.51800 to A1680.51000 - Personal Services - Hardware/Software
Technician

Additional Information

Does this RL concern grant funding? Yes ☐ No ☐

If 'Yes', is the required RL Grant Worksheet attached? Yes ☐ No ☐

Is additional information related to the RL attached? Yes ☐ No ☐

Is RL related to previously adopted legislation? Yes ☐ No ☐

If 'Yes', please provide Permanent Ordinance/Resolution/Local Law number(s): _____

| | | | | | |
|----------------------------------|-----------------------------------|------------------------------|-----------------------------------|---|--|
| OFFICE USE ONLY | | | | | |
| Mayor: | <u>Matthew T. Ry</u> | | | | |
| Comptroller: | <u>[Signature]</u> | | | | |
| Corporation Counsel: | <u>[Signature]</u> | | | | |
| Finance <input type="checkbox"/> | Planning <input type="checkbox"/> | MPA <input type="checkbox"/> | PW/Parks <input type="checkbox"/> | Employees <input checked="" type="checkbox"/> | Rules/Special Studies <input type="checkbox"/> |



Legislative Branch

| |
|-----------------|
| RL Number: |
| _____ |
| Date Submitted: |
| _____ |

City Clerk, City Hall, Binghamton, NY 13901 607-772-7005

REQUEST FOR LEGISLATION

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Applicant Information

Request submitted by: _____

Title/Department: _____

Contact Information: _____

RL Information

Proposed Title: _____

Suggested Content: _____

Additional Information

Does this RL concern grant funding? Yes ☐ No ☐

If 'Yes', is the required RL Grant Worksheet attached? Yes ☐ No ☐

Is additional information related to the RL attached? Yes ☐ No ☐

Is RL related to previously adopted legislation? Yes ☐ No ☐

If 'Yes', please provide Permanent Ordinance/Resolution/Local Law number(s): _____

| OFFICE USE ONLY | | | | | | |
|---|--|-------------------------------------|--|---|---|--|
| Mayor: _____ | | | | | | |
| Comptroller: _____ | | | | | | |
| Corporation Counsel: _____ | | | | | | |
| Finance <input type="checkbox"/> | Planning <input type="checkbox"/> | MPA <input type="checkbox"/> | PW/Parks <input type="checkbox"/> | Employees <input type="checkbox"/> | Rules/Special Studies <input type="checkbox"/> | |



Legislative Branch

| | |
|-----------------|-------|
| RL Number: | _____ |
| Date Submitted: | _____ |

City Clerk, City Hall, Binghamton, NY 13901 607-772-7005

REQUEST FOR LEGISLATION

Requests for Legislation (RLs) may be submitted to the City Clerk's Office for consideration at City Council Work Sessions. RLs generated from within City Hall departments must be submitted to the Mayor, Comptroller and Corporation Counsel for review before submission. RLs generated by citizens may be submitted directly to the City Clerk's Office.

Applicant Information

Request submitted by: _____

Title/Department: _____

Contact Information: _____

RL Information

Proposed Title: _____

Suggested Content: _____

Additional Information

Does this RL concern grant funding? Yes ☐ No ☐

If 'Yes', is the required RL Grant Worksheet attached? Yes ☐ No ☐

Is additional information related to the RL attached? Yes ☐ No ☐

Is RL related to previously adopted legislation? Yes ☐ No ☐

If 'Yes', please provide Permanent Ordinance/Resolution/Local Law number(s): _____

| OFFICE USE ONLY | | | | | | |
|---|--|-------------------------------------|--|---|---|--|
| Mayor: | | _____ | | | | |
| Comptroller: | | _____ | | | | |
| Corporation Counsel: | | _____ | | | | |
| Finance <input type="checkbox"/> | Planning <input type="checkbox"/> | MPA <input type="checkbox"/> | PW/Parks <input type="checkbox"/> | Employees <input type="checkbox"/> | Rules/Special Studies <input type="checkbox"/> | |



OFFICE OF THE CITY CLERK ▪ CITY OF BINGHAMTON

Teri Rennia, City Council President
Angela Holmes, City Clerk

OFFER TO PURCHASE

Please complete the below application, and submit this document to the City Clerk for consideration. Please note that if such sale is approved, the Applicant will be liable for all filing fees associated with the transfer of this property.

PROPERTY INFORMATION

Street Address of Property: 17 Harding Avenue Binghamton, N.Y.

Tax Parcel Identification Number: 161.54-2-5

Current Use of Property: ☐ Residential ☐ Commercial ☐ Mixed Use ☒ Vacant Lot

Offered Purchase Price: \$50.00

Please describe the intended use of the property. The inclusion of a map or illustration depicting the intended use of the property will expedite the review process.

I currently own property on Decatur St. that was formerly owned by my mother. I felt this lot, although not adjoining, would make a nice addition to the parcels. We would keep the lot maintained and perhaps use it for parking our personal vehicles upon occassion.

APPLICANT INFORMATION

Applicant Name: Matthew and Marcie A. Michalek
Note: If the applicant is a company or corporation, please list all shareholders or members.

Mailing Address: 223 Mountain Rd. Windsor, N.Y. 13865

Telephone Number(s): (607)-655-2359 Cell Matthew (607)-725-3234 Marcie (743-8218)

Email Address: m.faughnan@yahoo.com

Please list any other properties owned by the Applicant located within Broome County.

Marcie A.Faughnan (Michalek) 82 Powers Rd. Binghamton 84 Decatur St.rear Binghamton 90 Decatur St. rear Binghamton
88 Decatur St. rear Binghamton 86 Decatur St. rear Binghamton 219 Mountain Rd. ROW Windsor 151 Beaver Lake Circle Windsor
223 Mountain Rd. Windsor 92 Decatur St. Binghamton

I hereby certify that the above information is a true account of my intended purchase and use of City-owned property. I understand that upon approval of any such sale, any deviance from the agreed-upon terms and conditions may result in the termination of such agreement through legal proceedings.

Matthew A. Michalek Marcie A. Michalek
Signature

28 June 2013
Date

City Hall ▪ 38 Hawley Street ▪ Binghamton, NY 13901 ▪ www.cityofbinghamton.com
Phone: (607) 772-7005 ▪ Fax: (607) 772-7155



IN
THE COUNCIL OF THE CITY OF BINGHAMTON
STATE OF NEW YORK

Dated: May 19, 2010

Sponsored by Councilmember(s): Rennia, Kramer, Collins, Weslar, Gerchman

Introduced by Committee(s) on: Municipal and Public Affairs

RESOLUTION
entitled

A RESOLUTION AUTHORIZING THE MAYOR TO
ENTER INTO AN INTERMUNICIPAL AGREEMENT
WITH THE VILLAGE OF JOHNSON CITY FOR
POLICE CHIEF SERVICES

WHEREAS, pursuant to Article 5-g of the General Municipal Law, municipalities are empowered and authorized to enter into municipal cooperation agreements; and

WHEREAS, the City of Binghamton and the Village of Johnson City desire to share the services and costs of a Chief of Police; and

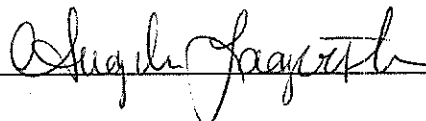
WHEREAS, the City of Binghamton and the Village of Johnson City have reached an agreement regarding sharing such services and costs as set forth in the attached Intermunicipal Agreement for the Chief of Police.

NOW, THEREFORE, the Council of the City of Binghamton, duly convened in regular session, does hereby:

RESOLVE, that the Mayor is authorized to enter into an Intermunicipal Agreement for the Chief of Police, as annexed hereto, and approved as to form and content by the Office of Corporation Counsel; and be it further

RESOLVED, that this Resolution shall take effect immediately.

I HEREBY CERTIFY the above to be a true copy of a Resolution adopted by the Council of the City of Binghamton at a regular business meeting held on May 19, 2010. Approved by the Mayor on May 21, 2010.

 (Angela Fagerstrom, City Clerk)

INTERMUNICIPAL AGREEMENT
FOR THE CHIEF OF POLICE

THIS AGREEMENT, effective as of June 1, 2010, between the Village of Johnson City, a municipal subdivision of the State of New York situate in Broome County, with a mailing address of 243 Main Street, Johnson City, New York, 13790 (the "Village"), and the City of Binghamton, a municipal subdivision of the State of New York situate in Broome County with a mailing address of 38 Hawley Street, Binghamton, New York 13760 (the "City"), (collectively the "Parties"),

WHEREAS, the Parties currently provide police protection services through police departments within their respective jurisdictions, and

WHEREAS, the Village Police Chief has resigned, and

WHEREAS, the Village and the City wish to share the services of the City's Police Chief to provide administration of the Village and City police departments, and

WHEREAS, pursuant to Article 5-g of the General Municipal Law, municipalities are empowered and authorized to enter into municipal cooperation agreements; and

WHEREAS, the Parties have duly authorized this intermunicipal agreement upon the terms and provisions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants hereinafter expressed, it is hereby agreed by and between the Parties as follows:

1. Services. The City and Village agree to share the services of the City's Police Chief, Joseph Zikuski ("Police Chief"). The Police Chief agrees to provide administration and be involved in planning and directing the overall activities typical of a municipal police department including planning and directing police and law enforcement activities for the Village and City police departments and to perform other duties reasonably related to such administration as reasonably directed by the Village and City (collectively the "Services").

The Services shall include the following work activities for each police department: maintain proper discipline and efficiency in all areas of the police departments; promote the morale; issue working orders; set hours of duty, etc. for members of the police departments; organize officers into units to handle different kinds of work and assign the officers to posts; direct the investigation of major criminal offenses; ensure that officers receive adequate training in police methods and procedures; review activities and reports of officers; analyze crime patterns and plan special public campaigns for traffic safety and crime prevention; recommend the purchase of necessary supplies and equipment; attend meetings and conferences and address interested groups regarding crime prevention and police activities; initiate and develop appropriate department policies and procedures; prepare and present to the Village and City monthly reports and the annual budgets; consult with the Village Mayor and Village Board of Trustees and the City Mayor and City Council regarding major policy decisions; cooperate with other municipal

departments and with State, Federal and local law enforcement agencies; ensure the departments maintain their New York State Accreditation status.

The Police Chief shall maintain the following performance knowledge, skills, abilities and personal characteristics: comprehensive knowledge of police administration and of police methods; through knowledge of controlling laws and ordinances; ability to plan, direct and monitor the work of subordinates and to promote morale; ability to develop and maintain cooperative relations with other officials and the general public; familiarity with the physical layout of the Village and the City and crime trends; sound judgment in emergencies; demonstrated integrity; and physical condition commensurate with the demands of the position.

The Police Chief shall work directly with the Mayor of the Village, or the Mayor's designee, and with the Mayor of the City, or the Mayor's designee, with regard to the Services provided to each municipality. The Police Chief will allocate his time, on average, evenly between the City and the Village. The Police Chief will dedicate the hours necessary to provide the Services, but in no event less than an average of 20 hours per week in each municipality. The Parties and the Police Chief will work together to establish a general weekly schedule, subject to modification as required by emergencies and other obligations related to the office.

The Village shall provide the Police Chief an office with a telephone, computer and fax machine and other equipment and supplies as it deems reasonably necessary to perform the services for the Village. The City will continue to provide the same office as currently provided. The Village shall not provide the Police Chief with a Village Police Vehicle, but the Village shall provide the fuel for the Police Chief's City assigned Police Vehicle.

Nothing herein is intended to limit the Police Chief's duties in the City.

2. Payment for Service. The City will pay the Police Chief's salary and all benefits as required. It is anticipated the Police Chief shall receive a shared salary of \$115,715¹ plus benefits and expenses as annexed hereto in Exhibit A (collectively the "Expenses"). The Village will pay the City fifty percent (50%) of the Expenses. The Expenses shall be adjusted at rates and under the policies established by the City. The list of Expenses shall be submitted to the Village on an annual basis not later than April 1 or at any time forty-five (45) days prior to the effective date of any change to the Expenses.

The City shall submit a voucher to the Village on a monthly basis in advance for the coming month's Expenses. The voucher shall set forth appropriate detail for the reimbursement sought. The Village will pay its share of the Expenses within ten (10) days of demand for same.

¹ With said salary subject to adjustment as approved by the City or in accordance with General Municipal Law section 207-m. The Police Chief's salary is subject to change based on the Collective Bargaining Agreement with the Binghamton PBA which is currently in Interest Arbitration.

3. Term. This Agreement shall be for a term to commence upon approval of this Agreement by the City and Village, and to end on May 31, 2011, and shall continue from year to year thereafter, unless terminated as provided herein. This Agreement may be terminated by either party on thirty (30) days prior written notice to the other party. This Agreement may be terminated by either party upon five (5) days written notice to the other party should the Police Chief not be able to serve for a period of two (2) or more months in any one year; or upon the resignation, death or vacancy of the Police Chief; or upon an increase in Expenses not acceptable to the Village. In the event of termination, the Police Chief will remain an employee of the City and return to his City salary and benefits.

4. Liability, Indemnification, and Insurance. As an employee of the City, the City shall be responsible to pay compensation for an injury to the Police Chief if it is a workers' compensation injury pursuant to Workers' Compensation Law section 2(7) or General Municipal Law 207-c. The City will pay all compensation if the injury occurs in the performance of any duties on behalf of the City. If the injury occurs in the performance of any duties on behalf of the Village, then the Village will reimburse the City for all payments made to the Police Chief pursuant to Workers' Compensation Law section 2(7) or GML §207-c benefits. If the injury occurs during travel between the Village and the City while responding to an emergency, then the municipality to which the Police Chief is responding shall be responsible for Workers' Compensation or GML § 207-c benefits. If the Police Chief is injured during travel between the City and the Village and is not responding to an emergency the Village and the City shall share the cost of the Workers' Compensation or GML § 207-c benefits equally. If the Village is obligated to reimburse the City, the City shall submit a voucher to the Village for such reimbursement. The voucher shall set forth appropriate detail for the reimbursement sought. The Village will pay the City within thirty (30) days of demand for same. In the event of an injury, the City, working with the Village, shall take all reasonable and necessary steps to return the Police Chief to full active duty.

The Parties hereby covenant and agree to indemnify and keep indemnified and save harmless the other party against claim for any loss, injury, death and/or damage and against any claim for compensation for which the other may or shall be liable by reason of its participation in this Agreement or through the provision of the Services to be rendered pursuant to this Agreement.

The Village hereby agrees to obtain and thereafter continue to keep in full force and effect as part of its general liability insurance, public liability insurance relative to this Agreement. The policy shall name the City as an additional insured, and shall provide coverage limits acceptable to each party. The City is self insured. If the City elects to obtain general liability insurance, then it shall name the Village as an additional insured, and shall provide coverage limits acceptable to each party.

5. Board Approval. A) Mayor Dennis F. Hannon has executed this Agreement pursuant to a resolution adopted by the Board of Trustees of the Village of Johnson City, at a meeting thereof held on May 19, 2010, Dennis F. Hannon, as Mayor, whose signature appears hereafter, is duly authorized and empowered to execute this instrument and enter into such an agreement on

behalf of the Village. This instrument shall be executed in duplicate. At least one copy shall be permanently filed, after execution thereof, in the office of the Village Clerk, Johnson City.

B) Mayor Matthew T. Ryan has executed this Agreement pursuant to a resolution adopted by the City Council, at a meeting thereof held on May 19, 2010, Matthew T. Ryan, as Mayor, whose signature appears hereafter, is duly authorized and empowered to execute this instrument and enter into such an agreement on behalf of the City. This instrument shall be executed in duplicate. At least one copy shall be permanently filed, after execution thereof, in the office of the City Clerk, Binghamton.

7. No waiver of any breach of any condition of the Agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this Agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

8. This Agreement constitutes the complete understanding of the Parties. No modification of any provisions thereof shall be valid unless in writing and signed by both Parties.

IN WITNESS WHEREOF, the Village of Johnson City has caused its corporate seal to be affixed hereto and these presents to be signed by Dennis F. Hannon, its Mayor, duly authorized to do so, and to be attested to by Tom Johnson, Village Clerk; and the City of Binghamton has caused its corporate seal to be affixed hereto and these presents to be signed by Matthew T. Ryan, Mayor, duly authorized to do so, and to be attested to by Angela Fagerstrom, City Clerk.

Village of Johnson City

Attest:

Tom Johnson, Village Clerk

By: _____
Dennis F Hannon, Mayor

City of Binghamton

Attest:

Angela Fagerstrom, City Clerk

By: _____
Matthew T. Ryan, Mayor

Agreed and Approved
Binghamton Chief of Police

Joseph Zikuski

STATE OF NEW YORK :
COUNTY OF BROOME : ss.:

On this _____ 2010, before me, the subscriber, personally appeared Mayor Dennis F. Hannon who, being by me duly sworn, deposes and says: That he is the Mayor of the Village of Johnson City, the municipal subdivision of the State of New York named in and which executed the above and within Instrument; that he knows the seal of said Johnson City and that the seal affixed to said Instrument is the seal of the village; that it was so affixed by the order of the Village Board of Trustees of the village, and that he signed his name thereto by like order;

And on the same day before me personally came and appeared Tom Johnson, Clerk of the Village of Johnson City, who, being by me duly sworn, deposes and says: That he is the Clerk of the village; that he knows the seal of said village and that the seal affixed to said Instrument is the seal of the village; that it was affixed by order of the Village Board of Trustees; that said Dennis F. Hannon is the Mayor of said village and that the signature on said Instrument is the signature of said Dennis F. Hannon, as Mayor.

Notary Public

My commission expires _____

STATE OF NEW YORK :
COUNTY OF BROOME : ss.:

On this _____ 2010, before me, the subscriber, personally appeared Mayor Matthew T. Ryan who, being by me duly sworn, deposes and says: That he is the Mayor of the City of Binghamton, the municipal subdivision of the State of New York named in and which executed the above and within Instrument; that he knows the seal of said City and that the seal affixed to said Instrument is the seal of the city; that it was so affixed by the order of the City Council, and that he signed his name thereto by like order;

And on the same day before me personally came and appeared Angela Fagerstrom, Clerk of the City of Binghamton, who, being by me duly sworn, deposes and says: That she is the Clerk of the city; that she knows the seal of said city and that the seal affixed to said Instrument is the seal of the city; that it was affixed by order of the City Council; that said Matthew T. Ryan is the Mayor of said city and that the signature on said Instrument is the signature of said Matthew T. Ryan, as Mayor.

Notary Public

My commission expires _____

EXHIBIT A

LIST OF BENFITS AND EXPENSES

| | COB Current | Shared |
|----------------------|-----------------|-----------------|
| Salary | \$85,715.00 | \$115,715.00 |
| Longevity | \$1,250.00 | \$1,250.00 |
| Social Security | \$6,652.82 | \$8,947.82 |
| Retirement | \$14,610.12 | \$19,650.12 |
| Workers Compensation | \$1,513.19 | \$1,990.30 |
| Disability Insurance | \$334.32 | \$334.32 |
| Health Insurance | \$17,979.00 | \$17,979.00 |
| Cell Phone | \$55.00 | \$55.00 |
| Training/Conference | \$2,000.00 | \$2,000.00 |
| Uniform Allowance | <u>\$900.00</u> | <u>\$900.00</u> |

TOTAL PAY AND BENEFITS \$168,821.56

Fifty Percent (50%) Share Annually: \$84,410.00

Monthly: \$7,034.23.25



**THE COUNCIL OF THE CITY OF BINGHAMTON
STATE OF NEW YORK**

Date: November 21, 2011

Sponsored by Council Members: WESLAR, WEBB, COLLINS, MASSEN, GELCHMAN,
REDONDA, KRANER
Introduced by Committee: Municipal and Public Affairs

RESOLUTION
entitled

A RESOLUTION AUTHORIZING AN
AMENDMENT TO PERMANENT RESOLUTION
10-46 REGARDING SHARED POLICE CHIEF
SERVICES AND COSTS

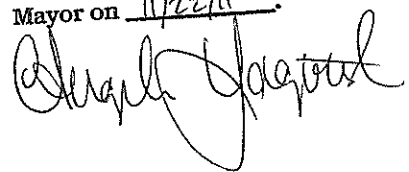
WHEREAS, the Council of the City of Binghamton adopted Permanent Resolution 10-46 on May 19, 2010, entitled *A Resolution authorizing the Mayor to enter into an intermunicipal agreement with the Village of Johnson City for Police Chief services*; and

WHEREAS, the City of Binghamton and the Village of Johnson City wish to amend the Intermunicipal Agreement as set forth in the attached "Exhibit A".

NOW, THEREFORE, the Council of the City of Binghamton, duly convened in regular session, does hereby:

RESOLVE that the Mayor of the City of Binghamton, or his designee, is hereby authorized to enter into an amended agreement, approved as to form and content by the Office of Corporation Counsel, with the Village of Johnson City for Police Chief services, as set forth in the attached "Exhibit A".

I hereby certify the above to be a true copy
of the legislation adopted by the Council
of the City of Binghamton at a meeting
held on 11/21/11. Approved by the
Mayor on 11/22/11.



INTERMUNICIPAL AGREEMENT
FOR THE CHIEF OF POLICE

THIS AGREEMENT, between the Village of Johnson City, a municipal subdivision of the State of New York situate in Broome County, with a mailing address of 243 Main Street, Johnson City, New York, 13790 (the "Village"), and the City of Binghamton, a municipal subdivision of the State of New York situate in Broome County with a mailing address of 38 Hawley Street, Binghamton, New York 13760 (the "City"), (collectively the "Parties"),

WHEREAS, the Parties currently provide police protection services through police departments within their respective jurisdictions, and

WHEREAS, the Village Police Chief has resigned, and

WHEREAS, the Village and the City wish to share the services of the City's Police Chief to provide administration of the Village and City police departments, and

WHEREAS, pursuant to Article 5-g of the General Municipal Law, municipalities are empowered and authorized to enter into municipal cooperation agreements; and

WHEREAS, the Parties have duly authorized this intermunicipal agreement upon the terms and provisions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants hereinafter expressed, it is hereby agreed by and between the Parties as follows:

1. Services. The City and Village agree to share the services of the City's Police Chief, Joseph Zikuski ("Police Chief"). The Police Chief agrees to provide administration and be involved in planning and directing the overall activities typical of a municipal police department including planning and directing police and law enforcement activities for the Village and City police departments and to perform other duties reasonably related to such administration as reasonably directed by the Village and City (collectively the "Services").

The Services shall include the following work activities for each police department: maintain proper discipline and efficiency in all areas of the police departments; promote the morale; issue working orders; set hours of duty, etc. for members of the police departments; organize officers into units to handle different kinds of work and assign the officers to posts; direct the investigation of major criminal offenses; ensure that officers receive adequate training in police methods and procedures; review activities and reports of officers; analyze crime patterns and plan special public campaigns for traffic safety and crime prevention; recommend the purchase of necessary supplies and equipment; attend meetings and conferences and address interested groups regarding crime prevention and police activities; initiate and develop appropriate department policies and procedures; prepare and present to the Village and City monthly reports and the annual budgets; consult with the Village Mayor and Village Board of Trustees and the City Mayor and City Council regarding major policy decisions; cooperate with other municipal departments and with State, Federal and local law enforcement agencies; ensure the departments maintain their New York State Accreditation status.

The Police Chief shall maintain the following performance knowledge, skills, abilities and personal characteristics: comprehensive knowledge of police administration and of police methods; through knowledge of controlling laws and ordinances; ability to plan, direct and monitor the work of subordinates and to promote morale; ability to develop and maintain cooperative relations with other officials and the general public; familiarity with the physical layout of the Village and the City and crime trends; sound judgment in emergencies; demonstrated integrity; and physical condition commensurate with the demands of the position.

The Police Chief shall work directly with the Mayor of the Village, or the Mayor's designee, and with the Mayor of the City, or the Mayor's designee, with regard to the Services provided to each municipality. The Police Chief will allocate his time, on average, evenly between the City and the Village. The Police Chief will dedicate the hours necessary to provide the Services, but in no event less than an average of 20 hours per week in each municipality. The Parties and the Police Chief will work together to establish a general weekly schedule, subject to modification as required by emergencies and other obligations related to the office.

The Village shall provide the Police Chief an office with a telephone, computer and fax machine and other equipment and supplies as it deems reasonably necessary to perform the services for the Village. The City will continue to provide the same office as currently provided. The Village shall not provide the Police Chief with a Village Police Vehicle, but the Village shall provide the fuel for the Police Chief's City assigned Police Vehicle.

Nothing herein is intended to limit the Police Chief's duties in the City.

2. Payment for Service. The City will pay the Police Chief's salary and all benefits as required. It is anticipated the Police Chief shall receive a shared salary of \$115,715¹ plus benefits and expenses as annexed hereto in Exhibit A (collectively the "Expenses"). The Village will pay the City fifty percent (50%) of the Expenses. The Expenses shall be adjusted at rates and under the policies established by the City. The list of Expenses shall be submitted to the Village on an annual basis not later than April 1 or at any time forty-five (45) days prior to the effective date of any change to the Expenses.

The City shall submit a voucher to the Village on a monthly basis in advance for the coming month's Expenses. The voucher shall set forth appropriate detail for the reimbursement sought. The Village will pay its share of the Expenses within ten (10) days of demand for same.

3. Term. This Agreement shall be for a term to commence upon approval of this Agreement by the City and Village, and to end on May 31, 2011, and shall continue from year to year thereafter, unless terminated as provided herein. This Agreement may be terminated by either party on thirty (30) days prior written notice to the other party. This Agreement may be

¹ With said salary subject to adjustment as approved by the City or in accordance with General Municipal Law section 207-m. The Police Chief's salary is subject to change based on the Collective Bargaining Agreement with the Binghamton PBA which is currently in Interest Arbitration.

terminated by either party upon five (5) days written notice to the other party should the Police Chief not be able to serve for a period of two (2) or more months in any one year; or upon the resignation, death or vacancy of the Police Chief; or upon an increase in Expenses not acceptable to the Village. In the event of termination, the Police Chief will remain an employee of the City and return to his City salary and benefits.

4. Liability, Indemnification, and Insurance. As an employee of the City, the City shall be responsible to pay compensation for an injury to the Police Chief if it is a workers' compensation injury pursuant to Workers' Compensation Law section 2(7) or General Municipal Law 207-c. The City will pay all compensation if the injury occurs in the performance of any duties on behalf of the City. If the injury occurs in the performance of any duties on behalf of the Village, then the Village will reimburse the City for all payments made to the Police Chief pursuant to Workers' Compensation Law section 2(7) or GML §207-c benefits. If the injury occurs during travel between the Village and the City while responding to an emergency, then the municipality to which the Police Chief is responding shall be responsible for Workers' Compensation or GML § 207-c benefits. If the Police Chief is injured during travel between the City and the Village and is not responding to an emergency the Village and the City shall share the cost of the Workers' Compensation or GML § 207-c benefits equally. If the Village is obligated to reimburse the City, the City shall submit a voucher to the Village for such reimbursement. The voucher shall set forth appropriate detail for the reimbursement sought. The Village will pay the City within thirty (30) days of demand for same. In the event of an injury, the City, working with the Village, shall take all reasonable and necessary steps to return the Police Chief to full active duty.

The Parties hereby covenant and agree to indemnify and keep indemnified and save harmless the other party against claim for any loss, injury, death and/or damage and against any claim for compensation for which the other may or shall be liable by reason of its participation in this Agreement or through the provision of the Services to be rendered pursuant to this Agreement.

The Village hereby agrees to obtain and thereafter continue to keep in full force and effect as part of its general liability insurance, public liability insurance relative to this Agreement. The policy shall name the City as an additional insured, and shall provide coverage limits acceptable to each party. The City is self insured. If the City elects to obtain general liability insurance, then it shall name the Village as an additional insured, and shall provide coverage limits acceptable to each party.

5. Board Approval. A) Mayor Dennis F. Hannon has executed this Agreement pursuant to a resolution adopted by the Board of Trustees of the Village of Johnson City, at a special meeting thereof held on May 19, 2010, Dennis F. Hannon, as Mayor, whose signature appears hereafter, is duly authorized and empowered to execute this instrument and enter into such an agreement on behalf of the Village. This instrument shall be executed in duplicate. At least one copy shall be permanently filed, after execution thereof, in the office of the Village Clerk, Johnson City.

B) Mayor Matthew T. Ryan has executed this Agreement pursuant to a resolution adopted by the City Council, at a meeting thereof held on May 19, 2010, Matthew T. Ryan, as Mayor, whose signature appears hereafter, is duly authorized and empowered to execute this instrument and enter into such an agreement on behalf of the City. This instrument shall be executed in duplicate. At least one copy shall be permanently filed, after execution thereof, in the office of the City Clerk, Binghamton.

7. No waiver of any breach of any condition of the Agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this Agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

8. This Agreement constitutes the complete understanding of the Parties. No modification of any provisions thereof shall be valid unless in writing and signed by both Parties.

IN WITNESS WHEREOF, the Village of Johnson City has caused its corporate seal to be affixed hereto and these presents to be signed by Dennis F. Hannon, its Mayor, duly authorized to do so, and to be attested to by Tom Johnson, Village Clerk; and the City of Binghamton has caused its corporate seal to be affixed hereto and these presents to be signed by Matthew T. Ryan, Mayor, duly authorized to do so, and to be attested to by Angela Fagerstrom, City Clerk.

Attest:

Tom Johnson
Tom Johnson, Village Clerk

Village of Johnson City

By:

Dennis F. Hannon
Dennis F Hannon, Mayor

Attest:

Angela Fagerstrom
Angela Fagerstrom, City Clerk

City of Binghamton

By:

Matthew T. Ryan
Matthew T. Ryan, Mayor

Agreed and Approved
Binghamton Chief of Police


Joseph T. Zikuski
Joseph Zikuski

STATE OF NEW YORK
COUNTY OF BROOME

:
: ss.:

On this 20 day of May 2010, before me, the subscriber, personally appeared Mayor Dennis F. Hannon who, being by me duly sworn, deposes and says: That he is the Mayor of the Village of Johnson City, the municipal subdivision of the State of New York named in and which executed the above and within Instrument; that he knows the seal of said Johnson City and that the seal affixed to said Instrument is the seal of the village; that it was so affixed by the order of the Village Board of Trustees of the village, and that he signed his name thereto by like order;

And on the same day before me personally came and appeared Tom Johnson, Clerk of the Village of Johnson City, who, being by me duly sworn, deposes and says: That he is the Clerk of the village; that he knows the seal of said village and that the seal affixed to said Instrument is the seal of the village; that it was affixed by order of the Village Board of Trustees; that said Dennis F. Hannon is the Mayor of said village and that the signature on said Instrument is the signature of said Dennis F. Hannon, as Mayor.


Notary Public

My commission expires _____

KENNETH J. FRANK
Notary Public - State of New York
No. 02FR4807681
Qualified in Broome County
Commission Expires April 30, 20 14

STATE OF NEW YORK
COUNTY OF BROOME

:
: ss.:

On this 21 day of May 2010, before me, the subscriber, personally appeared Mayor Matthew T. Ryan who, being by me duly sworn, deposes and says: That he is the Mayor of the City of Binghamton, the municipal subdivision of the State of New York named in and which executed the above and within Instrument; that he knows the seal of said City and that the seal affixed to said Instrument is the seal of the city; that it was so affixed by the order of the City Council, and that he signed his name thereto by like order;

And on the same day before me personally came and appeared Angela Fagerstrom, Clerk of the City of Binghamton, who, being by me duly sworn, deposes and says: That she is the Clerk of the city; that she knows the seal of said city and that the seal affixed to said Instrument is the seal of the city; that it was affixed by order of the City Council; that said Matthew T. Ryan is the Mayor of said city and that the signature on said Instrument is the signature of said Matthew T. Ryan, as Mayor.


Notary Public

My commission expires _____

KENNETH J. FRANK
Notary Public - State of New York
No. 02FR4807681
Qualified in Broome County
Commission Expires April 30, 20 14

EXHIBIT A

LIST OF BENEFITS AND EXPENSES

| | COB Current | Shared |
|----------------------|-----------------|-----------------|
| Salary | \$85,715.00 | \$115,715.00 |
| Longevity | \$1,250.00 | \$1,250.00 |
| Social Security | \$6,652.82 | \$8,947.82 |
| Retirement | \$14,610.12 | \$19,650.12 |
| Workers Compensation | \$1,513.19 | \$1,990.30 |
| Disability Insurance | \$334.32 | \$334.32 |
| Health Insurance | \$17,979.00 | \$17,979.00 |
| Cell Phone | \$55.00 | \$55.00 |
| Training/Conference | \$2,000.00 | \$2,000.00 |
| Uniform Allowance | <u>\$900.00</u> | <u>\$900.00</u> |

TOTAL PAY AND BENEFITS \$ \$168,821.56

Fifty Percent (50%) Share Annually: \$84,410.00

Monthly: \$7,034.23.25

**RESOLUTION # 98 APPROVING THE
INTERMUNICIPAL AGREEMENT WITH THE CITY OF BINGHAMTON
REGARDING SHARING POLICE CHIEF SERVICES.**

At a special meeting of the Village Board of Trustees of the Village of Johnson City, Broome County, New York, held at Village Hall on the 19 day of May, 2010, the following resolution was offered by Trustee Silas, who moved for its adoption, seconded by Trustee Balles:

WHEREAS, Article 5-G of the General Municipal Law of the State of New York provides broad authority for local governments to perform among themselves or for one to provide for the other one of their respective functions on a cooperative or contract basis; and

WHEREAS, Johnson City's Police Chief has resigned, and

WHEREAS, the Village and the City of Binghamton wish to share the services of the City's Police Chief to provide administration of the Village and City police departments, and

NOW THEREFOR BE IT RESOLVED that the Village Board of Trustees hereby approves the Intermunicipal Agreement between the City of Binghamton and the Village of Johnson City to share the services of the City's Police Chief attached hereto as Exhibit A (the "Agreement"); and

BE IT FURTHER RESOLVED, that the Mayor is hereby directed and authorized to sign the Agreement and to take all other steps necessary to implement the intent of the foregoing resolution.

The question of the adoption of the foregoing resolution was duly put to a vote on roll call which resulted as follows:

| | |
|--------------------|-----------|
| Trustee Balles | Votes Yes |
| Trustee Silas | Votes Yes |
| Trustee Davis | Votes Yes |
| Trustee Novobilsky | Votes No |
| Mayor Hannon | Votes Yes |

The resolution was thereupon declared duly adopted.

CERTIFICATION FORM

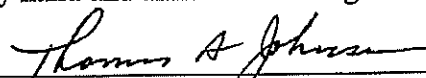
STATE OF NEW YORK)
COUNTY OF BROOME)

I, the undersigned Clerk of the Village of Johnson City, in the County of Broome, New York, DO HEREBY CERTIFY:

That a special meeting of the Board of Trustees of the Village of Johnson City was duly called and held on the 19th day of May, 2010, at which the resolution attached hereto was duly adopted by the Board of Trustees, and that the attached resolution is a true and correct copy of the proceeding as adopted by the Board.

That all members of the Board of Trustees had due notice of said meeting and that the meeting was open to the general public as required by Section 103 of the Public Officers Law.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Village seal this 20th day of May, 2010.



Thomas A Johnson, Village Clerk



IN
THE COUNCIL OF THE CITY OF BINGHAMTON
STATE OF NEW YORK

Dated: August 18, 2010

Sponsored by Councilmember(s): Webb, Collins, Weslar, Gerchman, Massey, Kramer, Rennia

Introduced by Committee(s) on: Employees

RESOLUTION
entitled

A RESOLUTION AUTHORIZING THE MAYOR TO
ENTER INTO AN INTERMUNICIPAL AGREEMENT
WITH THE VILLAGE OF JOHNSON CITY FOR
ASSISTANT POLICE CHIEF SERVICES

WHEREAS, pursuant to Article 5-g of the General Municipal Law, municipalities are empowered and authorized to enter into municipal cooperation agreements; and

WHEREAS, the City of Binghamton and the Village of Johnson City desire to share the services and costs of Assistant Police Chiefs; and

WHEREAS, the City of Binghamton and the Village of Johnson City have reached an agreement regarding sharing such costs; to wit the Village of Johnson City will pay the City of Binghamton 50% of the "Shared Costs" as set forth in the attached schedule; and

WHEREAS, the City and Village intend to enter into an agreement for such Assistant Police Chief services consistent with the sharing of Police Chief services as approved by Council on May 19, 2010.

NOW, THEREFORE, the Council of the City of Binghamton, duly convened in regular session, does hereby:

RESOLVE that the Mayor is authorized to enter into an Intermunicipal Agreement for Assistant Police Chiefs, approved as to form and content by the Office of Corporation Counsel, consistent with the sharing of Police Chief services as approved by Council on May 19, 2010, and the Village of Johnson City will pay the City of Binghamton 50% of the "Shared Costs" as set forth in the attached schedule; and be it further

RESOLVED that this Resolution shall take effect immediately.

I hereby certify the above to be a true copy
of the legislation adopted by the Council
of the City of Binghamton at a meeting
held on 8/18/10. Approved by the
Mayor on 8/19/10.

A handwritten signature in cursive script, appearing to read "Augusta Jagar", is written over the certification text.



THE COUNCIL OF THE CITY OF BINGHAMTON
STATE OF NEW YORK

Date: December 7, 2011

Sponsored by Council Members: Rennia, Gerchman, Webb, Weslar, Massey, Collins, Kramer

Introduced by Committee: Finance

RESOLUTION

entitled

A RESOLUTION AUTHORIZING AN
AMENDMENT TO PERMANENT RESOLUTION
10-80 REGARDING SHARED ASSISTANT
POLICE CHIEF SERVICES AND COSTS

WHEREAS, the Council of the City of Binghamton adopted Permanent Resolution 10-80 on August 18, 2010, entitled *A Resolution Authorizing the Mayor to Enter into an Intermunicipal Agreement with the Village of Johnson City for Assistant Police Chief Services*; and

WHEREAS, the City of Binghamton wishes to approve an amendment to the Term of the Intermunicipal Agreement consistent with the Agreement for Police Chief Services.

NOW, THEREFORE, the Council of the City of Binghamton, duly convened in regular session, does hereby:

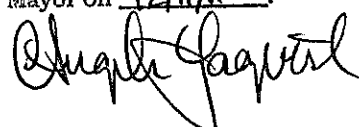
RESOLVE that the Intermunicipal Agreement with the Village of Johnson City for Assistant Police Chief Services is hereby amended as follows:

3. Term. This Agreement shall be for a term to commence upon approval of this Agreement by the City and Village, and to end on December 31, 2012, and shall continue from year to year thereafter, unless terminated as provided herein. This Agreement may be terminated by either party on ninety (90) days prior written notice to the other party. Early termination of this Agreement by either party will require fulfilling the entire compensation package to the Assistant Police Chiefs for the duration of the calendar year and cease on December 31 of the year this Agreement is terminated. This Agreement may be terminated by either party upon thirty (30) days written notice to the other party should either of the Assistant Police Chiefs not be able to serve for a period of two (2) or more months in any one year; or upon the resignation, death or vacancy of either of the Assistant Police Chiefs; or upon an increase in Expenses not acceptable to the Village. In the event of termination, the Assistant Police Chief will remain an employee of the City and return to his City salary and benefits.

and be it further,

RESOLVED that except as amended herein, the Intermunicipal Agreement will remain in full force and effect and that this amendment shall take effect upon adoption of the same by the Village of Johnson City Board of Trustees.

I hereby certify the above to be a true copy
of the legislation adopted by the Council
of the City of Binghamton at a meeting
held on 12/9/11. Approved by the
Mayor on 12/11/11.



Introductory No. R11-114

Permanent No. R11-110

Sponsored by City Council Members:
Rennia, Gerchman, Webb, Weslar, Massey, Collins,
Kramer

A RESOLUTION AUTHORIZING AN
AMENDMENT TO PERMANENT RESOLUTION
10-80 REGARDING SHARED ASSISTANT
POLICE CHIEF SERVICES AND COSTS

The within Resolution was adopted by the Council of
the City of Binghamton.

Date December 7, 2011

City Clerk Shirley Sporel

Date Presented to Mayor December 8, 2011

Date Approved 12/11/11

Mayor Matthew T. Rye

| | Ayes | Nays | Abstain | Absent |
|----------|------|------|---------|--------|
| Weslar | ✓ | | | |
| Gerchman | ✓ | | | |
| Rennia | ✓ | | | |
| Webb | ✓ | | | |
| Massey | ✓ | | | |
| Kramer | ✓ | | | |
| Collins | ✓ | | | |
| Total | 7 | 0 | 0 | 0 |

☐ Code of the City of Binghamton

☒ Adopted ☐ Defeated

7 Ayes 0 Nays 0 Abstain 0 Absent

Metro Interfaith Housing Management Corp

Total units in the City of Binghamton - 259

- Elderly/mobility impaired only -150 units - 20% low income and 80% very low income.
- Elderly/mobility impaired only - 45 units – 100% very low income.
- Family - 25 units – 100% very low income.
- Elderly/handicapped/disabled – 39 units – 100% very low income.

Opportunities for Broome, Inc.

OFB currently operates 120 rental units within the City.

- OFB owns and operates 28 Shelter Plus Care beds, which serves the chronically homeless with documented disabilities. The majority of this clientele falls below 30%AMI.
- Our 32 unit East Hills Senior Living Center serves 35 individuals with AMI from 30% up to 60%.
- The rest of our units are all for low-income and/or homeless individuals, with the majority of incomes being below 30% AMI, with handful between 50% and 80% AMI.

The majority of our housing has been renovated through HOME funding and HHAP dollars, which all require yearly inspections from the City of Binghamton and the Office of Temporary and Disability Assistance. In addition, our Shelter Plus Care apartments are required to be inspected on an annual basis. The East Hills Senior Living Center is also inspected on a yearly basis through Alliant (Funding Source). Please let me know if you need any further information. Thank you for advocating on our behalf. It is truly appreciated.

FWAC:

Total of 89 Units in the City of Binghamton

- Up to 30% AMI, very low income, general- 5
- Up to 50% AMI, very low income, general- 61
- Up to 60% AMI low income, seniors only- 13
- Up to 60% AMI low income, general- 5
- Up to 80% AMI, low/mod income, general- 5

Binghamton Housing Authority

Section 8 – 811 section 8 vouchers. We do not admit anyone at 80% or higher. All admitted are in the 30 or 50% range of income.

Public Housing – 641 units.

- 69% in the extremely low, 30%
- 23% in the very low, 50%
- 7% in the 80%

In our public housing unit of the 641 units:

- 256 units are designated for elderly/disabled residents
- 186 of our residents are 62 or older
- The average income for all BHA residents is \$13,822 and 63% of our residents are on SSI/SS/or pension.

Community Potential Inc. – Lisle Avenue property has 8 units, some of the only ADA compliant permanent supportive housing in the city; all tenants are extremely low, 30%.

If BHA had to pay a fee of \$50 per unit, this would cost the Housing Authority \$72,600. BHA is required by HUD to inspect every unit on an annual basis, which is very strict, and must be certified to HUD. HUD also comes in once a year to recheck inspections under our PASS program. If further information is needed please let me know. Thanks.

Woodburn Court I – 147 Apartments

Woodburn Court II – 90 (?)

TOTAL (which is not inclusive, missing SEPP and other Section 8 Project Based Housing): 2100+ units

Some calling for review of Lowell's rental-property law

By Lyle Moran, lmoran@lowellsun.com Lowell Sun

Updated:

LowellSun.com

LOWELL -- With the city in the early stages of implementing a revised rental- property ordinance, city councilors and neighborhood group leaders say the city administration in tandem with the full council should review and consider altering key elements of the law.

Neighborhood activists have voiced concerns about certain classes of property receiving exemptions from the ordinance, while some councilors are troubled by the \$50 inspection fee per unit and how it is being applied.

The amended ordinance, which the City Council approved unanimously in October, requires those owning rental property in Lowell to have their units inspected by the city every three years instead of when the units change hands.

The ordinance was designed to help the city's sanitary-code inspectors examine more of the estimated 21,000 rental units in Lowell.

Taya Dixon-Mullane, the leader of the Lower Highlands Neighborhood Group, is supportive of the intent of the ordinance. However, she wants the city to consider requiring two-family, owner-occupied properties to comply with the ordinance instead of exempting them.

She told the council's public-safety subcommittee at a meeting earlier this month that there are a lot of owner-occupied, multi-family homes that probably do not comply with the standards for quality housing, so they should be inspected.

Dixon-Mullane highlighted the recent police seizure of as much as 100 pounds of marijuana at what she said is an owner-occupied property at 628 School St.

"It is a perfect example of what we as neighborhood groups were worried about falling through the cracks," Dixon-Mullane said.

Sandy McNamara, president of the Centralville Neighborhood Action Group, said the city should also make sure single-family homes draw scrutiny from inspectors enforcing the rental ordinance.

As a former city sanitary- code inspector, McNamara said she knows many single-family homes are being rented, especially those around UMass Lowell, which are home to students.

McNamara also suggests the city consider inspecting all units in large housing complexes, rather than just a sampling.

According to the ordinance, properties with six or more units will receive rental- property permits for all units after satisfactory inspections of no less than 10 percent of units or three units in a building, whichever is greater.

"Why pick a couple and not do the whole building?" McNamara told The Sun.

City Councilor Bill Martin told the neighborhood leaders their concerns were heard loud and clear and said there would be more opportunity to discuss the issues in the near future.

The law's fee structure will be discussed in the coming weeks by the council's housing subcommittee, which Martin chairs.

A call to reduce fee

The issue of the \$50 fee per unit for rental permits lasting three years was raised by City Councilor Rodney Elliott earlier this month.

Elliott said he thinks the city administration and council should look at reducing the fee because it comes on top of the trash, water, and sewer fees people are already paying, as well as property taxes. The councilor said he has heard from property owners frustrated about the ever-increasing fee and tax burden.

"If you break down every fee property owners are responsible for, it adds up," Elliott said. "I think people want and deserve some relief."

City Councilor Marty Lorrey said he agreed the inspection fee should be examined, especially for owners of large rental complexes. Lorrey gave the example of an owner of a six-unit rental property having to pay \$300 for an hour's work, which he deemed a lot of money for a short amount of labor time.

"The intent of the ordinance is good," Lorrey said. "The cost from what I'm hearing is a little bit high."

City Councilor Ed Kennedy said one way to alleviate the impact of the \$50 fee would be to make sure property owners are not getting charged the rental- inspection fee for the unit they live in. The owner of an owner-occupied three-unit property should pay \$100 for rental inspections, not \$150, he said.

"The purpose here is not supposed to be to generate revenue," Kennedy said. "The purpose should be to ensure the quality of rental units."

City Manager Bernie Lynch said his administration would be happy to review the fee structure in the ordinance, but he does not think it is excessive because the \$50 fee covers a permit lasting three years.

Lynch highlighted that property owners who complied with the previous rental ordinance had to pay \$30 whenever a vacancy occurred.

"I don't think \$1.38 a month is that much for a landlord to pay to make sure their tenants are in proper units and they can advertise their units as being in compliance with the city," Lynch said.

Elliott also said he would like the council to review the ordinance's exemption for units that are annually inspected in conjunction with funding from the U.S. Department of Housing and Urban Development, such as Section 8 units.

The city requires owners of those units to provide a copy of a satisfactory HUD inspection report from the prior 12 months.

Follow Moran on Twitter @lylemoran.

HOME IMPROVEMENT EXEMPTION - SUMMARY
(RPTL Section 421-f)

- 1.) Only one and two family residences qualify.
- 2.) Exemption ends immediately if the property is sold, (other than to family).
- 3.) Value of the improvement project must exceed \$3,000.
- 4.) Ordinary maintenance and repairs do not qualify.
- 5.) The greater portion of the property, (that part prior to the project), must be at least five years old.
- 6.) EACH TAXING AUTHORITY, (town, county, school, village), DECIDES INDEPENDANTLY WHETHER OR NOT TO GRANT THE EXEMPTION FOR THEIR TAXES.
- 7.) Maximum value of improvement that qualifies is \$80,000. (This amount can be reduced by local option, but not below \$5,000).
- 8.) The taxing authority can, (by local law), limit what improvements qualify.
- 9.) The exemption does not apply to special district charges.
- 10) The exemption lasts for eight years. The first year it is 100% of the assessment increase for the improvement. It then is reduced 12.5% each year through its term.

BENEFIT

The exemption encourages property owners to make improvements, thus hopefully keeping neighborhoods viable and attractive.

LIMITED PERIOD

The Town originally adopted this exemption for one tax year ONLY, (to apply to improvements made between taxable status dates March 1, 2010 and March 1, 2011). In mid-March 2011, they extended it for one year (retroactively) from March 1, 2011 through March 1, 2012.

[Click here to download a .pdf document application form from ORPS.](#)



THE COUNCIL OF THE CITY OF BINGHAMTON
STATE OF NEW YORK

Date: June 19, 2013

Sponsored by Council Members: Webb, Mihalko, Rennia, Motsavage, Matzo

Introduced by Committee: Planning and Community Development

ORDINANCE

entitled

AN ORDINANCE AUTHORIZING VARIOUS
AMENDMENTS TO SECTIONS 265 AND 410
OF THE BINGHAMTON CITY CODE,
REGARDING COMMUNITY FOOD SYSTEMS

WHEREAS, the Council of the City of Binghamton wishes to amend various sections of the Code of the City of Binghamton §265-13, *Minimum exterior and interior requirements*; §265-15, *Garbage and sanitation*; §410-5, *Terms defined*; §410-19, *Accessory buildings and uses*; § 410-27, *Schedule of land uses in residential zoning districts*; §410-29, *Special conditions for certain land uses in residential districts*; §410-32, *Schedule II: Land uses in commercial and industrial zoning districts*; §410-41, *Additional requirements for certain land uses*; § 410-64, *Permitted signs*; and §410-89, *Penalties for offenses*.

NOW, THEREFORE, the Council of the City of Binghamton, duly convened in regular session, does hereby ordain as follows:

Section 1. That § 265-13, *Minimum Exterior and Interior Requirements*, of the Code of the City of Binghamton is hereby amended as follows:

§ 265-13, Minimum Exterior and Interior Requirements [Amended 9-15-1988 by Ord. No. 106-88; 10-15-1990 by Ord. No. 114-90; 6-2-1997 by Ord. No. 78-97; 12-15-2003 by Ord. No. 03-130; Amended 6-7-2004 by Ord. No. 57-2004; Amended 4-18-2005 by Ord. No. 05-25; Amended 7-17-2006 by Ord. No. 29-2006; Amended 4-16-07 by Ord. No. 10A-2007; Amended 7-20-09 by Ord. No. 23-2009; Amended 6-19-2013 by Ord. No. ____-2013]

H.(1)(c) Yard, courts, vacant lots and grass medians shall be kept trimmed and mowed, with the height of grass and weeds being no more than 10 inches, and clean and free of physical hazards, rodent harborage and infestation. They shall be maintained in a manner that will prevent dust and other particles from being blown about the neighborhood, such as by the planting grass. Cover crops may exceed 10 inches but not more than 36 inches in height in gardens, community or neighborhood gardens, market gardens and in household gardens that are located in rear yards.

Section 2. That § 265-15, *Garbage and Sanitation*, of the Code of the City of Binghamton is hereby amended as follows:

§ 265-15. Garbage and sanitation. [Amended 8-15-1988 by Ord. No. 106-88; 2-20-1990 by Ord. No. 90-19; Amended 9-5-2006 by Ord. No. 06-42; Amended 6-19-2013 by Ord. No. ____-2013]

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- H. Composting is allowed on any lot as an accessory use to any primary use in accordance with the following regulations:
- (1) Composting shall be conducted in such a way that a fire, rodent or disease-carrying insect hazard are not created, nor noxious odors perceptible from or a nuisance to neighboring properties.
 - (2) Compost materials shall be managed and maintained to promote aerobic composting conditions and covered during inclement weather to promote effective decomposition of the materials in a safe, secure and sanitary manner.
 - (3) Composting shall not be permitted within a required front yard setback or between a front property line and the front face of a building.
 - (4) Composting shall not be located within five (5) feet of any side or rear lot line, unless it is:
 - (a) Conducted within an enclosed container that is a commercially manufactured composting unit or a durable bin that properly contains the composting material, such as sturdy woven wire (gauge 2 minimum) and rot-resistant wood.
 - (b) No more than a total of three (3) cubic yards in volume and four (4) feet in height, and
 - (c) Screened from view of neighboring properties with either solid fencing or shrubs which shall exceed the height of the compost bin by no less than two (2) feet, nothing herein shall change requirements regarding fencing height, as outlined in § 410-14.
 - (5) All composting materials not in compliance with this Section may be subject to Code Enforcement action and subject to abatement at the cost of the property owner.

Section 3. That § 410-5, *Terms Defined*, of the Code of the City of Binghamton is hereby amended as follows:

§ 410-5. Terms Defined [Amended 3-2-09 by Ord. No. 9-2009; Amended 7-20-09 by Ord. No. 23-2009; Amended 12-21-2011 by Ord. No. 11-51; Amended 6-19-2013 by Ord. No. ____-2013]

AFRICANIZED BEES – a hybrid variety of bee generated by the breeding of the African honey bee with various European honey bees.

AGRICULTURE – The growing of crops, fruits, plants, vines, trees or shrubs for commercial sale and accessory uses customarily incidental to such activities: (See also “garden, noncommercial,” “garden, community or neighborhood,” “market garden,” “urban farm,” and “greenhouse commercial”).

AGRICULTURAL USE STRUCTURE – any barn, stable, shed, silo, garage, fruit and vegetable stand or other building or structure directly and customarily associated with agricultural use.

AGRICULTURAL USE STRUCTURE, ANIMAL – a type of agricultural use structure, including but not limited to chicken coops, rabbit hutches, sheds, stables and barns, used to house animals.

BEEHIVE – A structure with movable-frames intended for the housing of one (1) honey bee colony.

BEEKEEPER – A person owning, possessing or controlling one (1) or more beehives.

BEE KEEPING – A private or commercial activity where beehives are kept on a lot or parcel.

COLD FRAME – An unheated temporary structure typically consisting of, but not limited to, a wooden or concrete frame and a top of glass or clear plastic, used for protecting seedlings and plants from the cold.

COMPOST – The product of the composting process. Compost is characterized as chemically and biologically altered organic material which has become chemically stable, which decomposes slowly and is free from odors.

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COMPOSTING – The controlled decomposition of organic solid wastes under aerobic conditions to produce a relatively stable, inert material that may be incorporated into the soil without producing any adverse impact to the soil or to the public health.

COVER CROPS-- Cover crops are grasses, legumes or small grains grown between regular crop production periods or underneath the canopy of crops for the purpose of protecting and improving the soil.

FARMERS' MARKET-- A recurring event, held in an outdoor area, on designated days and times (limited to between 7:00 a.m. through 9:00 p.m., a maximum of six (6) hours per day, and a maximum of three (3) days per week), where more than five (5) market vendors, consisting of agricultural producers, home processors, food market manufacturers, food market distributors and craft producers that manufacture or craft non-food goods by the force of their own labor, are organized for the purpose of selling their products directly to the public. All tents, other shelters, and signs are removed outside of permitted hours of operation.

FARMERS' MARKET, MINOR – A recurring event, held in an outdoor area, on designated days and times (limited to between 9:00 a.m. through 8:00 p.m., a maximum of six (6) hours per day, and a maximum of three (3) days per week), where market vendors, consisting of agricultural producers, home processors, food market manufacturers, food market distributors and craft producers that manufacture or craft non-food goods by the force of their own labor, are organized for the purpose of selling their products directly to the public. All tents, other shelters, and signs are removed outside of permitted hours of operation. A Farmers' Market, Minor is limited between two (2) and five (5) market vendors, whose vendors in Minor Farmers' Markets shall be food market vendors (agricultural producers, food market manufacturers, food market distributors, or home processors).

FARMSTAND – A temporary structure for the display and sale of food or ornamental crops grown on-site at a community garden, market garden or urban farm.

FLY-AWAY BARRIER – A barrier which directs bees into the sky and away from pedestrians. Fly-away barriers can be composed of dense vegetation or man-made materials, so long as the bees are forced to fly over the structure.

GARAGE SALE – Household goods, clothing and home-grown produce for sale to the general public, which are displayed in the garage, yard or porch of a private residence; a yard, porch, lawn or rummage sale. (See also "flea market, short-term.")

GARDEN, COMMUNITY OR NEIGHBORHOOD – An area used by several individuals or families, operating in association with each other under sponsorship by a nonprofit or voluntary organization, for seasonal production of vegetables and other garden produce for personal or group consumption, donation or for sale that is incidental in nature.

GARDEN MARKET – A private, commercial or community site used for the seasonal or year-round growing of horticultural crops primarily for sale or distribution.

GARDEN, NONCOMMERCIAL, OR HOUSEHOLD – An area used for the individual growing of fruit, vegetables and flowers which are not to be sold commercially.

GREENHOUSE, TEMPORARY- Specialized agricultural equipment having a framework covered with demountable polyurethane materials or materials of polyurethane nature and lacking a permanent and continuous foundation, which is specifically designed, constructed and used for the culture and propagation of horticultural commodities. A "temporary greenhouse" may include, but is not limited to, the use of heating devices, water and electrical utilities, and supporting poles embedded in non-continuous concrete. In no instance will a temporary greenhouse be used for the retail sale of any farm or non-farm products.

GREENHOUSE, COMMERCIAL – Any permanent building or structure in which light, temperature and humidity can be controlled for the growing and protection of flowers and other plants which are to be sold commercially.

HOOPHOUSE – An unheated temporary structure lacking a permanent foundation made of PVC piping or other material covered with translucent plastic, constructed in a "half

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round” or “hoop” shape. A “hoop” shape” may not include heating devices, water or electrical utilities and supporting poles may not be embedded in concrete.

POULTRY- Fowl kept for domestic use for food or in the production of food but not as pets, includes but is not limited to chickens, ducks, turkeys, geese, peacocks, guinea birds, pigeons and doves.

RABBIT – Lone eared, short-tailed, burrowing mammals of the family Leporida.

VALUE-ADDED PRODUCTS – Agricultural products that have increased in value due to processing (i.e. jam, sauces and wreaths).

Section 4. That § 410-19, *Accessory Buildings and Uses*, of the Code of the City of Binghamton is hereby amended as follows:

- A. Limitation. Any accessory building or use shall be limited to that, which is compatible with, and incidental to, the principal building or use permitted on the lot. Such accessory structures or use shall not be established prior to establishment of the principal building or use. Only one private garage or carport is allowed per residential lot. In addition, only one accessory shed is allowed per residential lot, with a maximum area of 200 square feet and no dimension greater than 16 feet. Maximum height shall not exceed ten (10) feet. Notwithstanding the foregoing, up to two Agricultural Use Structures. Animal are permitted per lot in accordance with § 410-19 D and requirements for maximum lot coverage as outlined in § 410-28. Schedule IA and § 410-53. Schedule IIA. The maximum height for Agricultural Use Structures, Animal shall not exceed ten (10) feet, and the total maximum area of Agricultural Use Structures, Animal per lot is 100 square feet.
- C. Keeping of animals. An accessory use to a residential use in any district shall not include the sheltering, keeping or maintaining of hogs, goats, sheep, horses, ponies, mules, donkeys, cattle, or any animal not commonly considered a domestic pet, except that poultry or rabbits may be kept and maintained-in a manner that does not create odors or noise disturbing to occupants of adjacent properties and in accordance with the following regulations:
 - (1) Poultry
 - (a) Permitted. Female chickens and ducks are permitted poultry in accordance with this section. A maximum of four (4) permitted poultry are allowed in properly enclosed and maintained backyards, Juvenile female chickens and ducks, those that are too young to lay eggs, do not count toward the total.
 - (b) Prohibitions. All other poultry (including but not limited to roosters, drakes, turkeys, geese, peacocks, guinea birds, pigeons, and doves) are prohibited.
 - (2) Rabbits
 - (a) Permitted. Four (4) rabbits are allowed in properly enclosed and maintained back yards. Rabbits under twelve weeks in age do not count toward the total.
 - (3) General Regulations:
 - (a) Agricultural Use Structure, Animal. All permitted poultry and rabbits shall be provided with a covered, vermin and predator-proof of coop, cage, stable or other four-wall shelter that is thoroughly ventilated, designed to be easily accessed and cleaned, and of sufficient size to permit free movement of the animals exclusive of areas used for storage of materials or vehicles. Such buildings shall provide protection against wind, cold, snow, rain, and sun, so that animals are afforded a living space that is dry and of a reasonable temperature that will not adversely affect their welfare. Enclosures shall be constructed in conformity with Chapter 410 Zoning and all other applicable City of Binghamton Codes, Ordinances, and/or General Laws. The methods and materials used to

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construct Agricultural Use Structures, Animal will conform to NYS Code standards for the construction of Accessory structures. Other requirements for Agricultural Use Structures, Animal are as follows:

- [1] At least four (4) square feet of area are required for each permitted poultry in addition at least one nesting box and elevated perching areas, and
- [2] At least five (5) square feet of area is required for each permitted rabbit, and
- [3] Poultry and rabbits must have distinct and physically separated space as required by paragraphs 1. and 2. above from other types of permitted livestock within an Agricultural Use Structure, Animal.
- [4] Flooring shall be flat and solid and shall not consist of wire or mesh. Clean, dry, disposable bedding suitable specifically for the housed permitted poultry and rabbits shall be provided.
- [5] Animals shall be confined to the indoor enclosures during non-daylight hours.
- [6] Setbacks. Agricultural Use Structures, Animal for housing permitted poultry may not be located in front yards and shall not be located within five (5) of a side yard line or rear yard line, and at least twenty-five (25) feet from residences or businesses, excluding the residence or business of the poultry's owner or handler. No permitted poultry or rabbits are allowed to be kept within 100 feet of a river, creek, or stream.
- (b) Open Enclosure and Fences. All permitted poultry and rabbits shall have access to an outdoor, open enclosure fenced or otherwise bounded to contain the animal on the property and to prevent access by dogs and other predators. At least ten (10) square feet of area for each permitted poultry or rabbit. Enclosures must be covered with wire of aviary netting. The enclosure shall be designed so as to provide shade and sunlight.
- (c) Agricultural Use Structures. Animal and open enclosures shall be safe, sanitary and shall not constitute a public nuisance nor be dangerous or be detrimental to the health of the public or animals nor produce noxious odors perceptible from neighboring properties.
- (d) No poultry or rabbit shall harbor in an area of any dwelling, structure, or building used for continuous daily human occupation.
- (e) Animal waste shall be properly managed, pursuant to applicable local and state regulations.
- (f) Proper care of animals. The owner or handler of permitted poultry or rabbits shall provide:
 - [1] A regular and adequate amount of nutritious food that is appropriate for the species and that maintains the animal in good health.
 - [2] A constant and adequate supply of clean, fresh, potable water that keeps the animal hydrated for environmental conditions.
 - [3] Care and medical treatment that is sufficient to maintain the animal in good health and to prevent, to the maximum extent practicable, injuries, parasites and diseases.
- (g) Enforcement and Penalties. Any person found guilty of violating these provisions will be liable to penalties as in accordance with § 410-89, Penalties for offenses.

D. Bee Keeping. The keeping of bees, and associated beehives, is an accessory use in any district and shall be governed by the following regulations:

- (1) Number. No person is permitted to keep more than the following numbers of beehives on any lot within the City:

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- (a) Two (2) beehives per lot that is 21,780 square feet (one-half acre) or smaller;
 - (b) Two (2) additional beehives per lot per additional 10,890 square feet (one-quarter acre).
- (2) **Locations and Setbacks.** No beehive or water supply shall be kept closer than ten (10) feet from any lot line and ten (10) feet from any primary structure. No beehive or water supply shall be kept in a front, rear or side setback required for accessory structures in a district, as outlined in § 410-28. Schedule IA and § 410-33. Schedule IIA. Beehives may be located no more than six (6) feet above grade. No beehive shall be placed within thirty (30) feet of any public sidewalk or roadway. The front of any beehive shall face away from the property line of the residential lot closest to the beehive.
- (3) **Fences and Shrubs.** A flyaway barrier consisting of a solid fence or dense living hedge at least six (6) feet in height shall be placed along the side or rear property line of any beehive within twenty-five (25) feet of the lot line. The solid fence or dense living hedge shall extend at least twenty (20) feet on either side of the beehive.
- (4) **Water Supply.** A minimum of one half gallon per hive of fresh, clean water shall be maintained on the lot which is readily available to all bee colonies throughout the day to prevent bees from congregating at other sources of water on nearby properties.
- (5) **Signage.** An information sign shall be posted within five (5) feet of a beehive which displays the name and phone number of the keeper of the hive and the name and phone number of the property owner if different than the beekeeper.
- (6) **Prohibitions.** No Africanized bees may be kept in the City of Binghamton.
- (7) **Registration.** Any person intending to keep bees within the City of Binghamton shall first register with the City of Binghamton Clerk. A registration fee shall be established from time to time by the Council of the City of Binghamton. Such fee shall be paid upon registration, and shall be nonrefundable.
- (a) In order to register, the applicant shall provide the following to the City Clerk:
 - [1] Applicant name, mailing address, telephone number and email address.
 - [2] Property owner name, mailing address, telephone number and email address.
 - [3] Site Location and Description, including site address, lot size and lot dimensions.
 - [4] Information regarding the number of hives, location of hives in relationship to property line and structures, both on-site and on adjacent lots and the location of the on-site water supply.
- (8) **Enforcement and Penalties.** Any person found guilty of violating these provisions will be liable to penalties as in accordance with § 410-89. Penalties for Offenses.

E. Standards

Section 5. That § 410-27, *Schedule of Land Uses in Residential Zoning Districts*, of the Code of the City of Binghamton is hereby amended as follows:

§ 410-27. Schedule I: Land Uses in Residential Zoning Districts. [Amended 3-2-09 by Ord. No. 9-2009; Amended 6-19-2013 by Ord. No. ____-2013]

A. R-1 Residential Single-Unit Dwelling District.

- (1) Permitted by right:
 - (b) Accessory Uses:
 - Bee Keeping, subject to 410-19 D.
 - Keeping of Animals, subject to 410-19 C.
- (2) Permitted with Planning Department approve (Series B site plan).
 - (a) Principal Uses:
 - Garden, Community or neighborhood, subject to 410-41 (90)

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- (3) Permitted with Planning Commission approval (Special Use Permit and Series A Site Plan Review), pursuant to Article VIII.
 - (a) Principal Uses:
 - Garden, Market, subject to 410-41 (89)
- B. R-2 Residential One and Two-Unit Dwelling Districts.
 - (1) Permitted by right:
 - (a) Principal Uses:
 - Farmers' Market, Minor
 - (b) Accessory Uses:
 - Bee Keeping, subject to 410-19 D.
 - Keeping of Animals, subject to 410-19 C.
 - (2) Permitted with Planning Department approval (Series B site plan).
 - (a) Principal Uses:
 - Garden, community or neighborhood, subject to 410-41(90)
 - (3) Permitted with Planning Commission approval (Special Use Permit and Series A Site Plan Review), pursuant to Article VIII.
 - (a) Principal Uses:
 - Garden, Market, subject to 410-41 (89)
- C. R-3 Residential Multi-Unit Dwelling District.
 - (1) Permitted by right.
 - (a) Principal Uses:
 - Farmers' Market
 - Farmers' Market, Minor
 - (b) Accessory Uses:
 - Bee Keeping, subject to 410-19 D.
 - Keeping of Animals, subject to 410-19 C.
 - (2) Permitted with Planning Department approval (Series B site plan).
 - (a) Principal Uses:
 - Garden, community or neighborhood, subject to 410-41 (90)
 - (3) Permitted with Planning Commission approval (Special Use Permit and Series A Site Plan Review), pursuant to Article VIII.
 - (a) Principal Uses:
 - Garden, Market, subject to 410-41 (89)

Section 6. That § 410-29 L, *Special Conditions for Certain Land Uses in Residential Districts*, of the Code of the City of Binghamton is hereby deleted.

Section 7. That § 410-32, *Schedule II: Land Uses in Commercial and Industrial Zoning District*, of the Code of the City of Binghamton is hereby amended as follows:

§ 410-32. Schedule II: Land Uses in Commercial and Industrial Zoning Districts [Amended 6-19-2013 by Ord. No. ____-2013]

- A. C-1 Service Commercial District.
- G. I-1 Urban Business Park District.
 - (1) Permitted by right:
 - Bee Keeping, subject to 410-19 D.
 - Farmers' Market
 - Farmers' Market, Minor
 - Garden, Market, subject to 410-41 (89)
 - Garden, Community or Neighborhood, subject to 410-41 (90)
- B. C-1 Service Commercial District.
- H. I-1 Urban Business Park District.
 - (1) Permitted by right:
 - Bee Keeping, subject to 410-19 D.
 - Farmers' Market
 - Farmers' Market, Minor
 - Garden, Market, subject to 410-41 (89)

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- Garden, Community or Neighborhood, subject to 410-41 (90)
- I. I-2 Light and Medium Industrial District.
 - (1) Permitted by right.
 - Bee Keeping, subject to 410-19 D.
 - Farmers' Market
 - Farmers' Market, Minor
 - Garden, Market, subject to 410-41 (89)
 - Garden, Community or Neighborhood, subject to 410-41 (90)
- J. I-3 Heavy Industrial District.
 - (1) Permitted by right.
 - Bee Keeping, subject to 410-19 D.
 - Farmers' Market
 - Farmers' Market, Minor
 - Garden, Market, subject to 410-41 (89)
 - Garden, Community or Neighborhood, subject to 410-41 (90)

Section 8. That § 410-41, *Additional Requirements for Certain Land Uses*, of the Code of the City of Binghamton is hereby amended as follows:

§ 410-41. Additional requirements for certain land uses. [Amended 7-20-09 by Ord. No. 23-2009; Amended 6-19-2013 by Ord. No. ____-2013]

- A. In addition to the general requirements specified in § 410-40 above, which are applicable to all special use permit/Series A site plan review requests, the specific requirements for certain land uses as set forth in this section shall be complied with unless such requirements are modified by the Planning Commission Additional requirements are as follows:
 - (89) A garden, market, is permitted in all Districts, pursuant to Schedule I and II, when:
 - (a) A site plan is approved in accordance with the applicable provisions of Article IX of this chapter.
 - (b) The requirements outlined under §410-41 A. (90) for Garden, community or neighborhood are met.
 - (c) Compost and waste management must comply with § 265-15. In addition, composting must be set back at least twenty-five (25) feet from the edge of the roadway.
 - (d) Notwithstanding the foregoing, hours of operation are limited to:
 - [1] Commercial and Industrial Districts: sunrise through sundown.
 - [2] Residential Districts: 7:00 a.m. through sundown Monday through Friday; 8:00 a.m. through sundown Saturday and Sunday.
 - (e) Parking. Notwithstanding the provisions of **Article X. Off-Street Parking, Loading and Storage**, required off-street parking spaces will count toward required off-street loading spaces.
 - (f) In all residential districts Market Gardens shall only be permitted upon the approval of a Special Use Permit/Series A Site Plan pursuant to the procedures in Article VIII, including the procedures for a public hearing and public notice, and subject to all other applicable requirements.
 - (90) A garden, community or neighborhood, is permitted in all Districts, pursuant to Schedule I and II, when:
 - (a) A site plan is approved in accordance with the applicable provisions of Article IX of this chapter with additional site plan elements as follows:
 - [1] A detailed, scale drawing of the location of all compost areas, fertilizers storage and garden beds.
 - [2] The applicant must present, as part of the application, soil lead content test results and proposed remediation methodology, if

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needed. Alternatively, the applicant may use raised garden beds with a minimum height of 12'' for all edible plants, in which case soil testing is not required. The Planning Commission may require additional soil testing based on the historic use of the property.

- (b) This use shall be exempt from minimum lot area and minimum lot width requirements.
- (c) Hours of operation are limited to sunrise through sundown.
- (d) On-site sales of fresh food and horticultural products grown onsite and value-added products, where the primary ingredients are grown and produced on-site, are permitted from 9:00 a.m. through sundown. Sales shall be in accordance with any other applicable Local, State and/or Federal regulations.
- (e) Mechanized equipment, in all residential zoning districts, mechanized equipment similar in scale to that designed for household use may be used 8:00 a.m. through sundown Monday through Friday and 9:00 a.m. through sundown Saturday and Sunday. Use of larger mechanized farm equipment, such as tractors, is prohibited in all residential zoning districts.
- (f) When a garden, community or neighborhood is located on City-owned property, the use of fertilizers, pesticides, soil amendment and other related substances shall be limited to those allowed by the USDA under the National List of Allowed and Prohibited Substances for organic production. The use of all other fertilizers, pesticides, soil amendments and other related substances is prohibited. The application of fresh manure is not allowed.
- (g) The keeping of poultry and rabbits is prohibited.

Section 9. That §410-53, *Off-Street Parking by Land Use*, of the Code of the City of Binghamton is hereby amended as follows:

§ 410-53. Off-street parking requirements by land use [Amended 6-19-2013 by Ord. No. ____-2013]

| Land Use or Activity | Space(s) Required |
|-----------------------------------|--|
| Farmers' Market | 1 space per vendor space |
| Farmers' Market, Minor | None |
| Garden, Community or Neighborhood | None |
| Garden, Market | 1 space per 500 square feet of gross floor area of office, sales, or display area in excess of 4,000 square feet (minimum of 4 spaces) and 1 space per 7,500 square feet of growing or storage area, and off-street bicycle racks with capacity for one bicycle per 7,500 square feet of growing or storage area |

Section 10. That §410-64, *Permitted Signs*, of the Code of the City of Binghamton is hereby amended as follows:

§ 410-64. Permitted signs [Amended 6-19-2013 by Ord. No. ____-2013]

- O. Bulletin Board Sign: One bulletin board sign (single or double-faced) is permitted for Gardens, Community or Neighborhood and Garden, Market. Such signs shall not be located within twenty (20) feet from front property line and ten (10) feet from any side or rear property lien, shall not exceed six (6) square feet in area and shall not exceed five (5) feet in height. Landscaping or other decorative materials designed to screen the base of the community bulletin board shall be provided. Illumination of such signs is prohibited.

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Section 11. That §410-89, *Administration and Enforcement*, of the Code of the City of Binghamton is hereby amended as follows:

§ 410-89. Penalties for offenses [Amended 6-19-2013 by Ord. No. ____-2013]

B. Penalties.

- (1) Any violation of any provision of this chapter shall be deemed a violation, and any person found guilty thereof shall be liable to a minimum fine of \$100 and which shall not exceed \$1,000, or to imprisonment not to exceed 15 days, or both such fine and imprisonment, and each day's failure to comply with such provision shall constitute a separate violation.
- (2) Any person not in strict compliance with §410-19 C. Keeping of Animals in regards to required enclosures, space per animal, waste management and proper care of animals and §410-19 D. Bee Keeping in regards to number of permitted hives, fly away barriers and prohibitions shall be liable to a minimum fine of \$500 and which shall not exceed \$1,000, or to imprisonment not to exceed 15 days, or both such fine and imprisonment, and each day's failure to comply with such provision shall constitute a separate violation.

Section 12. That this Ordinance shall take effect immediately.